

NOV 21 2005

Atty Docket No. 022193-160200US

PTO FAX NO.: 1-571-273-8300

**OFFICIAL COMMUNICATION
FOR THE PERSONAL ATTENTION OF
THE COMMISSIONER FOR PATENTS**

CERTIFICATION OF FACSIMILE TRANSMISSION

I hereby certify that the following documents in re Application of Andy P. ANNADURAI et al., Application No. 09/988,896, filed November 19, 2001 for METHOD AND CIRCUIT FOR DE-SKEWING DATA IN A COMMUNICATION SYSTEM are being facsimile transmitted to the Patent and Trademark Office on the date shown below.

Documents Attached

1. Power of Attorney to Prosecute Applications Before the USPTO (1 page)
2. Statement Under 37 CFR 3.73(b) (1 page)
3. Copies of Assignments as Filed (8 pages)

Number of pages being transmitted, including this page: 11

Dated: November 21, 2005


Katherine Farbas

***PLEASE CONFIRM RECEIPT OF THIS PAPER BY
RETURN FACSIMILE AT (415) 576-0300***

TOWNSEND and TOWNSEND and CREW LLP
Two Embarcadero Center, Eighth Floor
San Francisco, CA 94111-3834
Telephone: 415-576-0200
Fax: 415-576-0300
0401

60639938 v1

NOV 21 2005

PTO/SB/80 (11-04)

POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:



Practitioners associated with the Customer Number:

20350

OR



Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:



The address associated with Customer Number:

20350

OR

Firm or
Individual Name

Address

City

State

Zip

Country

Telephone

Fax

Assignee Name and Address:

Sartre Satire LLC
2215-B Renaissance Drive, Suite 5
Las Vegas, NV 89119 U.S.A.

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/96 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature

Name

Julia Cephalo

Title

Authorized Person

Date

09 NOV 2005

Telephone

60631648-1

BEST AVAILABLE COPY

PTO/SB/96 (09-04)

Attorney Docket No. 022193-160200US

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Sartre Satire LLCApplication No./Patent No.: 09/988,896 Filed/Issue Date: November 19, 2001Entitled: METHOD AND CIRCUIT FOR DE-SKEWING DATA IN A COMMUNICATION SYSTEMSartre Satire LLC, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Andy P. ANNADURAI, Feng HAN, To: Syntera Communications, Inc.
Mohammed RAHMAN, Chris TSU

The document was recorded in the United States Patent and Trademark Office at
Reel 012622, Frame 0301, or for which a copy thereof is attached.

2. From: Syntera Corporation To: Skypoint Capital Corporation

The document was recorded in the United States Patent and Trademark Office at
Reel 012582, Frame 0607, or for which a copy thereof is attached.

3. From: Syntera Corporation To: Skypoint Capital Corporation


The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

4. From: Skypoint Capital Corporation To: Sartre Satire LLC

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

- ☒ Copies of assignments or other documents in the chain of title are attached.
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

November 18, 2005

Date

Patrick R. Jewik
Reg No. 40,456

Printed or Typed Name

(415) 576-0200

Telephone Number

Attorney for Assignee

Title

60633275 v1

COPY

CANADA)

PROVINCE OF ONTARIO)

TO WIT:)

I, Lawrence Weinstein, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in the City of Ottawa in the said Province DO HEREBY CERTIFY that the paper writing hereto annexed, the first page of which is stamped with an impression of my seal, is a true and correct photostatic copy of a document produced and shown to me out of custody of LaBarge Weinstein LLP, Ottawa, Ontario and purporting to be the original signature of Andrew Katz of Skypoint and a facsimile copy of the signature of Andy Andurai on the Notice of Proposal to Accept Collateral in Partial Satisfaction of Debt dated December 3, 2002 and made between Skypoint Venture Partnership No. 1 (as Collateral Agent) and SynTera Corporation (the "Debtor"), the said photostatic copy having been compared by me with the said original document, an act whereof being requested I have granted the same under my hand and notarial seal of office to serve and avail as occasion shall or may require.

DATED at Ottawa, this 30th day of March, 2005.


A Notary Public in and for the
Province of Ontario



COPY

December 3, 2002

Via Facsimile and First Class Mail

SynTera Corporation
1381 McCarthy Boulevard
Milpitas, CA 95035
Facsimile Number: (408) 955-1001

Richard D. Edwards, Esq.
Wilson, Sonsoni, Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304
Facsimile Number: (650) 493-6811

Re: Notice of Proposal to Accept Collateral in Partial Satisfaction of Debt

Dear Sirs:

Pursuant to that certain Security Agreement dated as of April 11, 2002 (the "Security Agreement"), SynTera Corporation (the "Debtor") granted Skypoint Venture Partnership No. 1, in its capacity as Collateral Agent (the "Collateral Agent") for the holders of those secured convertible promissory notes issued pursuant to that certain Note Purchase Agreement dated as of April 26, 2002 (the "Notes"), a security interest in substantially all of Debtor's tangible and intangible property (the "Collateral") to secure the Debtor's payment obligations under the Notes. An Event of Default has occurred under the Notes and the Security Agreement and the Collateral Agent is entitled to exercise all of its rights and remedies under the Security Agreement and applicable law with respect to the Collateral.

Section 9620 of the California Uniform Commercial Code provides that a secured party may accept title to and ownership of collateral in full or partial of the secured obligation. Collateral Agent hereby proposes and elects to accept those items of Collateral listed on Attachment 1 and Attachment 1-A hereto in full satisfaction of the \$1,500,000 in unpaid principal together with all accrued and unpaid interest and other charges due under the Notes.

Skypoint Capital
Corporation

665 Legget Drive
Kanata, Ontario
Tower B, Suite 830
Canada K2K 2X3

Phone: (613) 271-1500
Fax: (613) 271-1505

www.skypointcorp.com

COPY

The Collateral Agent requests that the Debtor consent to its acceptance of the Collateral listed on Attachments 1 and 1-A in full satisfaction of the principal and other amounts due under the Notes and the Security Agreement by executing and returning a copy of this letter as provided below.

Very truly yours,

Skypoint Venture Partnership No. 1,
as Collateral Agent

By: Andrew Katz

Name: Andrew M. Katz

Title: President

SynTera Corporation hereby consents to the acceptance of the Collateral listed in Attachments 1 and 1-A by Skypoint Venture Partnership No. 1 as Collateral Agent in full satisfaction of the principal and other amounts owing under the Notes and the Security Agreement and hereby irrevocably waives any right to require the Collateral Agent to dispose of such Collateral by private or public sale. SynTera Corporation hereby acknowledges and agrees that Skypoint Venture Partnership No. 1 has full and immediate authority to transfer all of SynTera Corporation's right, title, and interest in such Collateral by bill of sale or other instrument. SynTera Corporation agrees to execute any instruments and bills of sale reasonably requested by Skypoint Venture Partnership No. 1 to confirm the transfer of ownership and title to all or part of the Collateral.

SynTera Corporation

By: _____

Name: _____

Title: _____

W:\0466\002\lt\12-02-02\syntera-edwards.doc

12/17/2002 13:11 613-271-1588

SKYPOINT CAPITAL

COPY
PAGE 83

12/02/2002 15:25 613-271-1588

SKYPOINT CAPITAL

PAGE 83

The Collateral Agent requests that the Debtor consent to the acceptance of the Collateral listed on Attachments I and I-A in full satisfaction of the principal and other amounts due under the Notes and the Security Agreement by executing and returning a copy of this letter as provided below.

Very truly yours,

SkyPoint Venture Partnership No. 1,
as Collateral Agent

By: Andrew M. Kohn
Name: Andrew M. Kohn
Title: President

SynTera Corporation hereby consents to the acceptance of the Collateral listed in Attachments I and I-A by SkyPoint Venture Partnership No. 1 as Collateral Agent in full satisfaction of the principal and other amounts owing under the Notes and the Security Agreement and hereby irrevocably waives any right to require the Collateral Agent to dispose of such Collateral by private or public sale. SynTera Corporation hereby acknowledges and agrees that SkyPoint Venture Partnership No. 1 has full and immediate authority to transfer all of SynTera Corporation's right, title, and interest in such Collateral by Bill of Sale or other instrument. SynTera Corporation agrees to execute any instruments and bills of sale reasonably requested by SkyPoint Venture Partnership No. 1 to confirm the transfer of ownership and title to all or part of the Collateral.

SynTera Corporation

By: Robert J. Edwards
Name: Robert J. Edwards
Title: President/CEO

W:\0466\0023\112-02-02\syntera-edwards.doc

BEST AVAILABLE COPY

Doc. ID: 12783007-41 MU05:01: 0000 01 0000

COPY

**SCHEDULE A
TO SECURITY AGREEMENT
COPYRIGHTS**

Description
No registered copyrights

Registration Date

Registration No.

PATENTS

Title
None

Registered

Patent No.

PATENT APPLICATIONS

Title
Method and Circuit for Processing Data in
Communication Networks (A1A2)
Circuit and Method for Processing Communication
Packets and Valid Data Bytes (add bytes)
Method and Circuit for De-Multiplexing Data in a
Communication System (ip4 decoder)
A Hardware Implementation of CRC-32 Calculation in a
128 Bit Wide Data Bus (CRC32)

Application Date
02/04/2004

Application No.
1006155

07/17/2002

1006155

11/19/2001

1006155

TRADEMARKS

Mark
No registered trademarks

Registration Date

Registration No.

TRADEMARK APPLICATIONS

Mark
None

Application Date

Application No.

MASK WORKS

Description
None

Registration Date

Registration No.

ADDITIONAL SPECIFIED ASSETS

See Attachment 1-A

2148230.1

BEST AVAILABLE COPY

COPY

Attachment 1-A

Additional Intellectual Property

Number	Description
Box #1	SONIC I & II Eval board and accessories
Box #2	SONIC I & II rev A and rev B chips and Transponder
Box #3	Backup tapes upto 06/30/02

Files in the tapes:

Tape	OS	Server	Contents
1.	Linux	Leviathan	/data0 contains project directories
2.	Linux	Leviathan	/data2/home; /data2/saved
3.	Linux	Leviathan	/data2/users; /data1
4.	Linux	Zinfandel	/data3/backup
5.	Linux	Zinfandel	/data3/archive; /data3/tapeout
6.	Solaris	Cabernet	/syn
7.	Solaris	Merlot	/layout

BEST AVAILABLE COPY

Exhibit B

COPY

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Skypoint Telecom Fund having offices at 555 Legget Drive, Tower B, Suite 830, Kanata, Ontario K2K 2X3, Canada, ("Assignor"), does hereby sell, assign, transfer and convey unto Sartre Satire LLC, a Delaware limited liability company, having an office at 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119 USA ("Assignee") or its designees, all of Assignor's right, title and interest in and to the patent applications and patents listed below, any patents, registrations, or certificates of invention issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing, and all reissues, re-examinations, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title and Inventor(s)</u>
10/067465	U.S.A.	02/04/02	Method & Circuit for Processing Data in Communication Networks; Annadurai, Andy P.; Tsu, Chris; Han, Feng
09/988896	U.S.A.	11/19/01	Method & Circuit of Deskewing Data in a Communication System; Annadurai, Andy P.; Han, Feng; Rahman, Mohammed; Tsu, Chris
10/087228	U.S.A.	02/27/02	Circuit & Method for Processing Communication Packets & Valid Data Bytes; Annadurai, Andy P.; Han, Feng; Rahman, Mohammed; Tsu, Chris
10/118469	U.S.A.	03/28/02	Hardware-Efficient CRC Generator for High Speed Communication Networks; Annadurai, Andy P.; Tsu, Chris; Han, Feng; Li, Hon-Ming

Assignor represents, warrants and covenants that: (i) it is the sole owner, assignee and holder of record title to the Patent Rights identified above, (ii) it has obtained and properly recorded previously executed assignments for all patent applications and patents identified above as necessary

Document Id: Syntera-Skypoint April 12-043

BEST AVAILABLE COPY

COPY

to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction, and (iii) it has full power and authority to make the present assignment. Assignor shall indemnify and hold harmless Assignee for any breach of the foregoing; provided that such indemnity shall not apply to the Assignor in the event of any assignment of this Agreement.

Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at City of Ottawa

on 29 May 2005

ASSIGNOR, SKYPOINT TELECOM FUND by its General Partner Skypoint Venture Partnership #1 LP by its General Partner Skypoint Capital Corporation

BY: Leo Lax

NAME: Leo Lax

TITLE: CEO, Skypoint Capital Corporation

Sworn before me at the City of Ottawa,
Province of Ontario, Country of Canada
this 24 day of May, 2005.

Estelle Dery
Notary Public (place stamp)

BEST AVAILABLE COPY